

J. Mark Chevallier (State Bar No. 04189170)
David L. Woods (State Bar No. 24004167)
James G. Rea (State Bar No. 24051234)
McGuire, Craddock & Strother, P.C.
2501 N. Harwood, Suite 1800
Dallas, Texas 75201
Telephone: (214) 954-6800
Facsimile: (214) 954-6850
Email: mchevallier@mcslaw.com
Email: dwoods@mcslaw.com
Email: jrea@mcslaw.com
PROPOSED ATTORNEYS FOR DEBTOR AND
DEBTOR-IN-POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE §
§ **CASE NO. 10-31814-bjh-11**
TARAZ KOOH, LLC, §
§ **CHAPTER 11**
§
DEBTOR. §

**ATTORNEY CHECKLIST CONCERNING INTERIM ORDER ON
USE OF CASH COLLATERAL AND POST-PETITION FINANCING
(WHICH IS IN EXCESS OF TEN (10) PAGES)**

CERTIFICATE BY COUNSEL

This is to certify that the following checklist fully responds to the Court's inquiry concerning material terms of the Debtor's Motion for Approval to Use Cash Collateral and Obtain Post-Petition Financing and proposed Interim Order:

1. Identification of Proceeding:

- | | | |
|-----|--|---------------|
| (a) | Preliminary or final motion/order | Interim Order |
| | (circle one) | |
| (b) | Continuing use of cash collateral | |
| | (§ 363) | Yes |
| (c) | New financing (§364) | No |
| (d) | Combination of §§ 363 and 364 financing | No |
| (e) | Emergency hearing (immediate and irreparable harm) | Yes |

2. Stipulations:

- (a) Brief history of debtor's businesses and status of debtor's prior relationships with lender Yes
 - (b) Brief statement of purpose and necessity of financing Yes
 - (c) Brief statement of type of financing (i.e., accounts receivable, inventory) Yes
 - (d) Are lender's pre-petition security interest(s) and liens deemed valid, fully perfected and non-avoidable No.
-
- (i) Are there provisions to allow for objections to above? N/A
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- (e) Is there a post-petition financing agreement between lender and debtor? No
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- (i) If so, is agreement attached? N/A
-
- (f) If there is an agreement, are lender's post-petition security interests and liens deemed valid, fully perfected and non-avoidable? N/A
-
- (g) Is lender undersecured or oversecured? Disputed
(circle one)
-
- (h) Has lender's non-cash collateral been appraised? Not by Debtor
-
- (i) Insert date of latest appraisal N/A
-
- (j) Is debtor's proposed budget attached? Yes
 - (j) Are all pre-petition loan documents identified? Yes
 - (k) Are pre-petition liens on single or multiple assets? (circle one) Multiple
 - (l) Are there pre-petition guaranties of debt? Yes, Springing Guaranties

3. Grant of Liens.

- * (a) Do post-petition liens secure pre-petition debts? No
- * (b) Is there cross-collateralization? No
- ** (c) Is the priority of post-petition liens equal to or higher than existing liens? No
- ** (d) Do post-petition liens have retroactive effect? No
- § Are there restrictions on granting further liens or liens of equal or higher priority? Yes
- (f) Is lender given liens on claims under §§ 506(c), 544-50 and §§ 522? No
- (i) Are lender's attorneys fees to be paid? No
- (ii) Are debtor's attorneys fees excepted from §506(c) No 506(c) waiver
- * (g) Is lender given liens upon proceeds of causes of action under §§ 544,547 and 548? No

4. Administrative Priority Claims:

- (a) Is lender given an administrative priority? Yes
- (b) Is administrative priority higher than § 507(a)? Yes
- (c) Is there a conversion of pre-petition secured claim to post-petition administrative claim by virtue of use of existing collateral Possibly

5. Adequate Protection (§ 361):

- (a) Is there post-petition debt service? No
- (b) Is there a replacement/additional 361(1) lien? (circle one or both) Both
- (c) Is the lender's claim given super-priority (§ 364(c) or (d))
[designate] No
- (d) Are there guaranties? No additional guaranties

(e) Is there adequate insurance coverage? Yes

6. Waiver/Release Claims v. Lender:

- ** (a) Debtor waives or release claims against lender, including, but not limited to, claims under §§ 506(c), 544-550,552, and 553 of the Code? No
- ** (b) Does the debtor waive defenses to claim or liens of lenders No

7. Source of Post-Petition Financing (§364 Financing):

- (a) Is the proposed lender also the pre-petition lenders N/A
- (b) New post-petition lenders? N/A
- (c) Is the lender an insider? N/A

8. Modification of Stay:

- ** (a) Is any modified lift of stay allowed? . Yes, but only to perfect post-petition liens.
- ** (b) Will the automatic stay be lifted to permit lender to exercise self-help upon default without further order? No
- (c) Are there any other remedies exercisable without further order of courts No
- (d) Is there a provision that any future modification of order shall not affect status of debtor's post-petition obligations to lenders Yes, but only as to amounts advanced or used during interim period.

9. Creditors' Committee:

- (a) Has creditors' committee been appointed? No
- (b) Does creditors' committee approve of proposed financing? N/A

10. Restrictions on Parties in Interest

- ** (a) Is a plan proponent restricted in any manner, concerning modification of lender's rights, liens and/or causes? No

- (b) Is the debtor prohibited from seeking to enjoin the lender in pursuit of rights? No
- (c) Is any party in interest prohibited from seeking to modify this order? No
- (d) Is the entry of any order conditioned upon payment of debt to lender? No
- (e) Is the order binding on subsequent trustee on conversion? Yes

11. Nunc Pro Tunc.

- ** (a) Does any provision have retroactive effect? No

12. Notice and Other Procedures.

- (a) Is shortened notice requested? Yes
- (b) Is notice requested to shortened lists? Yes
- (c) Is time to respond to be shortened? No
- (d) If final order sought, have 15 days elapsed since service of motion pursuant to Rule 4001(b)(2)? N/A
- (e) If preliminary order sought, is cash collateral necessary to avoid immediate and irreparable harm to the estate pending a final hearing? Yes
- (f) Is a Certificate of Conference included? Yes
- (g) Is a Certificate of Service included? Yes
- (h) Is there verification of transmittal to U.S. Trustee included pursuant to Rule 9034? Yes
- (i) Has an agreement been reached subsequent to filing motion? Yes
 - (i) If so, has notice of the agreement been served pursuant to Rule 4001(d)(1)? No
 - (ii) Is the agreement in settlement of motion pursuant to Rule 4001(d)(4)? Yes

- | | | |
|-------|---|------------------------|
| (iii) | Does the motion afford reasonable notice of material provisions of agreement pursuant to Rule 4001(d)(4)? | Yes |
| (iv) | Does the motion provide for opportunity for hearing pursuant to Rule 9014? | Yes, at final hearing. |

SIGNED this the 16th day of March, 2010.

Respectfully submitted,

/s/ J. Mark Chevallier (03/16/10)

J. MARK CHEVALLIER

State Bar No. 04189170

DAVID L. WOODS

State Bar No. 24004167

JAMES G. REA

State Bar No. 24051234

McGUIRE, CRADDOCK & STROTHER P.C.

1800 St. Ann Court

2501 N. Harwood

Dallas, TX 75201

(214) 954-6800 Telephone

(214) 954-6850 Telecopy

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